In the High Court of Judicature at Madras

Dated: 08.12.2006

Coram:

The Honourable Mr.Justice P.SATHASIVAM
and
The Honourable Mr.Justice S.TAMILVANAN

Writ Petition No.24352 of 2006
and WPMP.No.1 of 2006

M/s.Eveready Industries India Ltd.,
rep.by Khivraj Tech Park (P) Ltd.,
through its Authorised Representative
V.Kalyanaraman, Chennai. ..Petitioner

..vs..

1. The State of Tamil Nadu,
   rep.by its Secretary,
   Housing and Urban Development Dept.,
   Fort St.George,
   Chennai-600 009.

2. The Member Secretary,
   Chennai Metropolitan Development
   Authority,
   No.1, Gandhi Irwin Road,
   Egmore, Chennai-600 008. ..Respondents

Writ petition filed under Article 226 of the Constitution of India for issuance of a Writ of Declaration for the reasons mentioned therein.

For Petitioner : Mr.R.Mohan
For Respondents : Mr.K.Ilango, Spl.G.P., for R1
Mr.J.Ravindran for R2

ORDER

(Order of the Court was made by P.SATHASIVAM,J.,)

The petitioner company has approached this Court to issue a Writ of Declaration, declaring Rule 19(b)(III-B) of Development Control Rules for Chennai Metropolitan Area and also Rule 7 of the Rules for Information Technology Park contained in Annexure XV of the Development Control rules,

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as ultra vires the Tamil Nadu Town and Country Planning Act, 1971, illegal, unconstitutional and unenforceable inasmuch as it relates to the demand of security deposit and caution deposit for the proposed development in so far as the petitioner is concerned, and to consequently direct the 2nd respondent to issue planning permission on the application of the petitioner without insisting on payment of Rs.1,79,12,000/- as security deposit for proposed development and a sum of Rs.11,69,49,000/- towards caution deposit in terms of Letter No.C3/786/2005 dated 25.07.2006 on the file of the 2nd respondent.

2. Heard the learned counsel for the petitioner as well as the respondents.

3. Learned counsel for the petitioner states that pursuant to the interim order of this Court dated 01.08.2006 in M.P.No.1 of 2006, the petitioner company has furnished bank guarantee towards the demand. It is also brought to our notice that as per the said direction, the petitioner has to keep the bank guarantee for a period of five years so far as it relates to the caution deposit and in so far as it relates to the security deposit, it shall be kept in force till the completion of the building.

4. In view of the same, we are of the view that there is no need to go into the relief claimed in the writ petition. We make it clear that the petitioner has to keep the bank guarantee for a period of five years. It is further made clear that if there is any violation /deviation, the 2nd respondent (CMDA) is free to take appropriate action including forfeiting the bank guarantee. It is needless to mention that before any action being taken, the petitioner is to be heard and opportunity should be afforded to them.

With the above observation, the writ petition is closed. No costs. Consequently, connected WPMP.is closed.

Sd/
Asst.Registrar

/true copy/

Sub Asst.Registrar

gl

To

1. The Secretary to Government,
   Housing and Urban Development Department,
   Fort St.George, Chennai-600 009.

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2. The Member Secretary,
   Chennai Metropolitan
   Development Authority,
   No.1, Gandhi Irwin Road,
   Egmore, Chennai-600 008.

1 cc To Mr.J.Ravindran, Advocate, SR.61071.
1 cc To The Government Pleader, SR.60974.

Writ Petition Nos.24352 of 2006

MR(CO)
RVL 19.12.2006

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